

TRIED TO HIRE PAYN'S LAWYER

RIDER CADD TELLS OF OFFER BY PRESIDENT M'CURDY.

Made When Cady Had Announced That He Represented the Insurance Department—Many Other Witnesses on the Stand—Last Session to Be Saturday.

The name of David B. Hill has been added to the list of those who are unable to appear before the Armstrong investigating committee because of sickness.

The committee notified Mr. Hill several days ago that his presence as a witness was desired. The committee wants him to explain the annual retainer of \$5,000 which he drew from the Equitable Life from about the middle of the '90s down to last summer. In reply Mr. Hill has been unable to appear for three weeks. Part of the time he has been confined to his bed, but he is on the mend now. He does not think, however, that he ought to venture out for at least two weeks.

Upon the receipt of Mr. Hill's letter the Armstrong committee sent him word that it was the desire of the committee that he should make every possible effort to appear. No reply has been received to the second letter.

The committee will hold its last hearing to-morrow, and Mr. Hill, if he desires to put himself on record, will have to make some move before the public hearings are discontinued.

The committee was engaged yesterday chiefly in clearing up the ends of testimony that has been given in the last week on Lou Payn, his personal counsel, J. Rider Cady, and Robert H. Hunter, first deputy in the New York State Insurance Department, were examined in regard to the State's supervision. George C. Haven, Henry Morgenthau, Frederic Cromwell, acting president of the Mutual, and Adrian Iselin, Jr., testified in regard to the Lawyers' Mortgage Insurance Company stock scandal. President Iselin of the Home Life, Dr. John P. Munn, president of the United States Life, and John J. Merrill, corporation tax clerk in the Comptroller's office, also were witnesses.

Mr. Hughes got from Lou Payn and his counsel a story of how Richard A. M'Curdy, president of the Mutual, had attempted in 1899 to influence the action of the New York State Insurance Department against admitting Prussian life companies to this State. At that time the Prussian Government was holding out against admitting the Mutual Life to that country, although Supt. Payn had certified for the Government that the Mutual was entirely solvent.

Mr. Payn testified that President M'Curdy, when he testified that Payn was going to admit the Prussian companies, called week up on the telephone and expressed the hope that he wouldn't do this. M'Curdy told the Superintendent that he would like to see him before he acted on the matter, but Payn replied that he was too busy.

Then President M'Curdy urged the Superintendent to send his lawyer, Mr. Payn did send J. Rider Cady, although he told Mr. M'Curdy over the telephone that his mind was unimpaired. He said that Mr. Cady had been believed that Mr. M'Curdy's position in the insurance world warranted that courtesy.

Mr. Cady himself told what occurred in his interview with M'Curdy. Before attempting to see M'Curdy, though, he went to see Lysander Lawrence, who runs the stationery store in the basement of the Mutual building. He said that that was the way to reach M'Curdy. Lawrence introduced Mr. Cady to a man whose name Mr. Cady couldn't remember, and this man escorted the Superintendent's counsel into a private elevator, which took him to the ante-room of M'Curdy's office.

Mr. Hughes seemed to have an idea that Mr. Cady's escort was Andy Fields, but Mr. Cady could not say as to that, for he never knew Fields.

Mr. Cady said that M'Curdy at first expressed considerable indignation over the fact that the State Insurance Department had ignored his views in reference to the Prussian companies. His position in the insurance world was made up, he said, by his views ought not to be overridden by the Insurance Superintendent of New York.

Did he say whether or not he would be willing to pay M'Curdy a retainer, he said, he had made a short time before the mortgage company stock was offered.

Mr. M'Curdy testified that Mr. Cady had agreed to take the stock if Mr. Morgenthau would effect a merger of the Lawyers' Title and the Lawyers' Mortgage Insurance Company. This he said was the only way in which the Mutual and the Lawyers' Title and the Lawyers' Mortgage Insurance Company could be merged. Mr. Cady said that M'Curdy had agreed to take the stock if Mr. Morgenthau would effect a merger of the Mutual and the Lawyers' Title and the Lawyers' Mortgage Insurance Company.

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AT DALY'S THEATRE

A Romantic Drama Founded on WINSTON CHURCHILL'S

The Crossing

By Winston Churchill and Louis Van Shipman.

BEGINNING NEW YEAR'S DAY MATINEE

The Chief Examiner's report relative to the George G. Haven admitted that he was the Chief Examiner's superior, but he didn't feel that it was his duty to instruct these clerks. Mr. Haven admitted that he knew that George G. Haven was being carried on the Mutual Reserve's payroll at \$100,000 a year, and that President M'Curdy had been carrying on the Mutual Reserve's payroll at \$100,000 a year, and that President M'Curdy had been carrying on the Mutual Reserve's payroll at \$100,000 a year.

Mr. Haven testified that he had been a member of the Mutual's board of trustees for eleven or twelve years. He was a member of the company's finance committee and also of the sub-committee in which most of the company's investment propositions originate.

Mr. Haven said that he did not know that he was a member of the committee on salaries until a short time ago. The regular members of the committee were George F. Baker and D. J. Julliard, he thought. He served on the committee while Mr. Baker was away, but he had no idea that he was regarded as a regular member.

Mr. Haven said that he owned 100 shares of the Guaranty Trust Company stock, 90 shares of the Morris-Truist Company stock, 500 shares of the National Bank of Commerce stock and 100 shares of the New York Trust Company stock.

Mr. Haven declared that he did not know that the 1,000 shares of Lawyers' Mortgage Insurance Company stock, which was divided among members of the Mutual's finance committee, was intended for the Mutual Life itself.

Mr. Julliard had acquired 1,000 shares of the Lawyers' Mortgage stock and that he intended to allot Mr. Haven 100 shares.

Mr. Julliard said that he had written a note to Frederic Cromwell and to Adrian Iselin, Jr., offering them participation in the block. In these letters he stated that the Mutual's matter was supposed to be confidential. He couldn't recall yesterday what there was about it that was of a particularly confidential nature, but he supposed that he was acting in accordance with instructions from Mr. Julliard.

Mr. Julliard is at present in Europe. Mr. Haven said that so far as he knew the Mutual's finance committee had never been brought before the Mutual Life's finance committee, and he did not know that President M'Curdy was a possible purchase by the Mutual.

Mr. Julliard said that he had explained how it happened that the 1,000 shares were distributed among members of the Mutual's finance committee except that they were accustomed to enter into business propositions together. Mr. Julliard brought this up in 1905 and said it for the first of six months.

Mr. Julliard has participated in a good many syndicates in which the Mutual Life has been interested. He said that he was preparing a complete statement and present it to the committee to-day.

Henry Morgenthau testified that he had been a member of the Mutual's finance committee since 1901. He said that he had asked President M'Curdy to have the Mutual take this stock, but that Mr. Cady had refused to do so. Mr. Morgenthau said that he had not been a member of the Mutual's finance committee since 1901.

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counsel on the subject of Federal insurance laws and that the bill of Representative Butler Ames of Massachusetts more nearly meets the President's views than any other bill proposed in Congress. Mr. Ames's bill was framed after much study and counsel. It provides a code to which insurance companies must conform, and which is privileged to transact business in the District of Columbia, the territories and the insular possessions of the United States.

It is agreed by the lawyers that Congress may legislate to control insurance companies within the jurisdiction named. Beyond that there is a serious question as to its constitutional powers. It is said to be the President's aim to avoid constitutional pitfalls in any insurance legislation enacted.

In the Ames bill it is contended that it would make a standard which the insurance companies would be compelled to meet and which the States would be free to alter in their statutes, and in the end the objects desired would be secured through the exercise of Federal statute and resulting uniformity of State laws. Senator Bryan's views in favor of Federal control of insurance, outlined in an interview recently, do not, it is said, meet the President's ideas.

J. H. HYDE SAILS FOR FRANCE.

Leaving Word That He Doesn't Intend to Give Up Citizenship Here.

James Hazen Hyde, former vice-president of the Equitable Life, sailed yesterday for France aboard the French liner La Lorraine, declaring that he was tired out and wanted a few months rest away from the newspapers. He declined to pose for two photographers, saying he had been the butt of newspaper artists for a year and was weary of it all. He was wearing a dark suit and a white shirt with a high collar. He was seen by a crowd of people who were waiting for him at the pier.

He said he wanted to understand that he had no intention of living permanently in France or of becoming a citizen of the country; that he was merely going there on a brief visit. He declined to give any views on recent developments in the insurance investigation, saying he was "tired of the whole business." He said that he was going to France to get away from the "stranglers" as he had got him out of the hands of "stranglers."

N. Y. LIFE'S COMMITTEE BUSY

Investigating the Andy Hamilton Payment and Will Soon Report.

The Fowler investigating committee of the New York Life announced yesterday that it is engaged in a thorough and exhaustive examination of the "Hamilton matter" and that it will at the conclusion of its investigation make a full report on the subject to the New York Life board of directors. The committee has been investigating the matter since it was first brought to the attention of the board.

Mr. J. H. Hyde, former vice-president of the New York Life, is the subject of the investigation. He is alleged to have received a payment of \$100,000 from the company in 1904. The committee is investigating the matter to determine whether or not the payment was properly made.

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PICTURES DESTROYED BY FIRE

OAK DOORS ENHANCE LOSS AT CLAUSEN'S ART STORE.

Twelve Foot Painting Blocked Firemen's Way Up Staircase—Fifty Avenues Street Blocked and Goods Gutted—Water Tower Barely Escapes Wreck.

Between \$10,000 and \$25,000 worth of paintings were destroyed early last night in a fire which gutted the fourth floor of the building at 381 Fifth Avenue, occupied mostly by William Clausen, an art dealer. The police put the damage at \$10,000 on a guess. It was learned later, however, that three paintings each valued at \$7,000 had been completely ruined.

Clausen occupies the ground floor and the two upper floors of the four-story brick stone building. The fire started directly from the basement from the New York Club and a little more than a block north of the Waldorf-Astoria Hotel. The second floor is used as a tailor's shop by E. T. Wyett.

For a week past Clausen's main show rooms on the street floor there has been an exhibition of the paintings of Parker Mann. The upper floors of the building were stocked with paintings and valuable works of art.

The fire was discovered early last night by Policeman John J. Smith of the Tenderloin station, who saw smoke coming from an upper window. Smith turned in an alarm. When the firemen got to the building they encountered two sets of heavy oak doors. It took sharp work with axes to gain an entrance.

After getting into the ground floor room the firemen saved some paintings from the water, but a large number of others were destroyed. As Mr. Clausen lives in Cornwall, N. Y., no definite information could be obtained as to the value of the pictures or the loss.

Some damage was done to the tailor's shop, but the Clausen showrooms escaped with but little damage. The firemen found some paintings in the water, but a large number of others were destroyed. As Mr. Clausen lives in Cornwall, N. Y., no definite information could be obtained as to the value of the pictures or the loss.

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SPURIOUS BABY FOR MAN OF 65.

MRS. TILLMAN TRIED TO FOOL HER AMBITIOUS HUSBAND.

He Left Her and She Wants Alimony, but He Produces an Agreement to Be Man and Wife in Which She Bound Himself Never to Make Any Claim on Him.

A crippled couple and a spurious baby figure in the divorce story told to Supreme Court Justice Fitzgerald yesterday by Alfred Stekler in opposing an application for alimony made by Wilhelmine F. D. Tillman. Mrs. Tillman wants a legal separation from Charles Tillman, who she says is worth \$75,000.

Mrs. Tillman is 55 years old and cannot use her right arm. Her husband, who says that there is nothing more between them than a sort of understanding, cemented by a written agreement in which she agreed never to make any claim upon him, is 70 years old and paralyzed on the right side. He also has, according to his complaint, "a star" in his eye which affects his eyesight.

The Tillmans lived at 129 East Eighty-fifth street until September last, when, the woman says, Tillman left her, saying that he could never return. She wants alimony.

Tillman sets up that he never married the woman ceremonially, but that she voluntarily signed on August 28, 1898, an agreement with him, which he submits to the court, by which, after reciting that they had agreed to consider themselves man and wife, she bound herself never to make any claim upon him of any kind or nature.

He also tells a story of her disappearance to a strange house about five years ago, where he found her with a newly born babe. He afterward made her confess, he says, that the child was not hers, but that she had tried to deceive him because of his age and his inability to become a father. She has several children by her first husband, Postiche.

Justice Fitzgerald reserved decision.